

AGREEMENT BETWEEN
THE
CHARTER TOWNSHIP OF CLINTON,
MACOMB COUNTY, MICHIGAN
AND
CHAPTER LOCAL 1103.13
AFSCME MICHIGAN COUNCIL #25
AMERICAN FEDERATION OF
STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO

CLINTON TOWNSHIP PROPERTY APPRAISERS

APRIL 1, 2006 THRU MARCH 31, 2009

INDEX

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COLLECTIVE BARGAINING AGREEMENT

This Agreement between the Charter Township of Clinton, Macomb County, Michigan, hereinafter referred to as the Employer, and Local #1103.13 of Michigan Council 25, American Federation of State, County, and Municipal Employees; AFL-CIO, hereinafter referred to as the Union.

WITNESSETH:

WHEREAS, the laws of the State of Michigan authorize public employees and public employers to enter into collective bargaining agreements in respect to rates of pay, wages, hours of employment or other conditions of employment, and;

WHEREAS, the Employees covered by this collective bargaining agreement have heretofore selected the Union as their exclusive collective bargaining representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment, and;

WHEREAS, the Employer and the Union have arrived at certain understandings in collective bargaining negotiations conducted between their respective representatives which they now mutually desire to incorporate into this collective bargaining agreement.

NOW THEREFORE, in consideration of the mutual covenants and benefits to be derived, the parties respectively agree:

ARTICLE I

GENERAL PROVISIONS

Section 1. PURPOSE

The parties hereby enter into this Agreement pursuant to the requirements of and authority granted by Act 379 of the Michigan Public Acts of 1965, as amended, to incorporate in this formal written Collective Bargaining Agreement all of the terms and conditions of employment in respect to rates of pay, wages, hours of employment or other conditions of employment for the employees covered hereby.

Section 2. DEFINITIONS

- A. EMPLOYER shall mean the Charter Township of Clinton, County of Macomb, State of Michigan, and its duly elected or appointed representatives.
- B. UNION shall mean Chapter Local 1103, American Federation of State, County and Municipal Employees, Michigan Council 25, AFL-CIO, and its duly elected or appointed officers or representatives.
- C. EMPLOYEES shall mean all members of the bargaining unit as hereinafter defined in Section 3 of this Article.
- D. BOARD shall mean the Board of Trustees, Charter Township of Clinton.
- E. DEPARTMENT HEAD shall mean Chief Administrator of the Assessing Department, not the Supervisor of the Township.
- F. ASSISTANT DEPARTMENT HEAD shall mean the person designated by the Board as the assistant to the Department Head.
- A. In the construction of the words used in this Agreement, whenever the singular number is used it shall include plural and whenever the masculine gender is used, it shall include the feminine gender.

Section 3. RECOGNITION OF UNION

Pursuant to and in accordance with all applicable provisions of Act 379 of Michigan Public Acts of 1965, as amended, the Employer hereby recognizes the Union as the sole and exclusive representative for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement of all Property Appraisers of the Clinton Township Assessor's Office.

Section 4. EXCLUSIVE COLLECTIVE BARGAINING AGREEMENT

The Employer shall not enter into any collective bargaining agreement with any employee or with any other collective bargaining organization on behalf of employees nor will the Employer aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for any purpose whatsoever during the term of the Agreement.

Section 5. SCOPE OF AGREEMENT

The parties hereto mutually acknowledge that this Agreement covers each of the terms, conditions of employment and any and all other matters upon which the parties are permitted under law and desire to enter into a Collective Bargaining Agreement during

the term hereof and they respectively acknowledge that many matters were considered in negotiations which are not incorporated herein and as to each of those matters as well as any other matters which were not considered in negotiation, all except as otherwise provided herein, they shall not be incorporated in a collective bargaining agreement during the term hereof. Provided, however, collective bargaining on any and all matters relating to wages, rates of pay, hours of employment, or other conditions of employment may be reopened for negotiation by mutual consent of the parties hereto during the term of this Agreement. If either party desires to engage in such further collective bargaining, he/she shall furnish the other party with written notice thereof setting forth specifically the matters upon which negotiations are requested.

Section 6. AUTHORITY OF EMPLOYER

It is mutually agreed that there is reserved exclusively to the Employer all responsibilities, powers, rights and authority vested in it or heretofore otherwise properly exercised by it under the laws and constitutions of the State of Michigan and the United States, excepting such matters or things as may be expressly and in specific terms limited by the provisions of this Agreement.

Section 7. DISCRIMINATION

The parties recognize that the Employer is legally and morally obligated to guarantee to all citizens a fair and equal opportunity for employment; and to these ends, agree that no person shall be denied employment or membership to the Union, nor in any way be discriminated against because of sex, age, race, color, creed, national origin, political or religious beliefs, marital status, or handicap, except where based on a bona fide occupational qualification.

ARTICLE II

UNION SECURITY & CHECK OFF

Section 1. UNION SECURITY

As a condition of continued employment, each member of the bargaining unit who has completed his/her probationary period shall establish and maintain a membership in the Union, or shall tender to the Union a service fee equivalent to the periodic Union dues. Service fees shall not include initiation fees or special assessments. Newly hired, transferred or rehired employees shall, as a condition of employment, join the Union or pay the service fee.

The member, or the Employee paying the service fee, shall be obligated to pay the appropriate assessment, dues, and/or fees the day following the cessation of probation. The dues shall be payable in advance for each month when payment is due, and if for any reason management cannot deduct the assessment, dues and/or fees immediately because of scheduling of the computer and the like, then and in that event, when the deduction is

made, the Employer shall deduct appropriate monies through the month that the deduction is made.

All employees shall execute an authorization for the deduction of Union dues or service fees. Employees shall be deemed to be members of the Union in good standing, within the meaning of this Article, if they are not in arrears in payment of initiation fees, dues and/or assessments.

Section 2.

The Employee who fails to maintain himself/herself in good standing in the Union by the non-payment of the appropriate dues, fees and/or assessments shall be terminated within thirty (30) days following receipt by the Employer or notice from the Union that a member of the bargaining unit is in violation of this Article.

Section 3.

The Union agrees to indemnify, protect and save harmless the Employer from any and all claims, demands, suits and other forms of liability, resulting from the action taken by the Employer in conformity with this Article.

Section 4.

The deductions shall be deducted, if possible, from the first pay of the month and from the first pay period of each month thereafter.

Section 5.

Deductions for any calendar month shall be remitted to the designated Treasurer of the Local Union with a list for whom dues or service fees have been deducted as soon as possible.

ARTICLE III

STEWARDS AND THE ALTERNATE STEWARDS

Section 1. NUMBER OF STEWARDS

The employees may be represented by one (1) Steward on each shift which is hereby defined to be any regularly scheduled work period during which a majority of full time Members of the bargaining unit are scheduled to work. In the absence of the Steward, an Alternate Steward may be appointed by the Union. Within fifteen (15) days after the effective date of this Agreement, the Union will furnish the Employer with a list of Stewards and Officers of the Union and the Employer may rely on such list unless and

until it is furnished with a revised list which shall be effective upon receipt of such list by Employer.

Section 2. STEWARD CONDUCTING UNION BUSINESS DURING
WORKING HOURS

The Chapter Chair or Steward on each shift may engage in Union business, including grievances, during working hours without loss of time or pay, for a period up to five (5) hours per week collectively, with mutual consent for additional time if required. The Steward will notify the Department Head or his/her Assistant when commencing and completing Union activities.

ARTICLE IV

SPECIAL CONFERENCES AND COLLECTIVE BARGAINING

Section 1. PURPOSE AND INTENT

In mutual recognition that important matters may arise during the term of this Agreement which necessitates conferences between the Union and the Employer, the parties hereby agree to meet upon receipt of written notice from either party. Such parties shall schedule and then shall meet within ten days. There shall be two (2) representatives from the Union and two (2) representatives from Management.

Section 2. TIME, PLACE, GENERAL PROVISIONS CONCERNING
SPECIAL CONFERENCES

- A. Special conferences shall be held during working hours for the day shift except when mutually agreed to the contrary. The Employer shall not be obligated to pay more than two (2) representatives of the Union to attend any such conference during their regularly scheduled working hours.
- B. The Employer and the Union shall be represented at such conference by at least two (2) representatives each, and the Union may include in its representation a member of the International Union and/or Council.
- C. The Union and the Employer shall present to the other, an agenda of any matters which they respectively desire to discuss at the conferences at least seven (7) calendar days prior to the scheduled date of conference and the conference shall be confined to those matters included in said agenda.
- D. The place of conference shall be the premises of the Employer and the Union Representatives may meet on such premises for a period not exceeding one-half hour immediately preceding the scheduled time of the conference.

Section 3. COLLECTIVE BARGAINING

Special conferences and collective bargaining are not synonymous, but only two employees shall be paid during negotiations.

ARTICLE V

GRIEVANCE PROCEDURE

Section 1. DEFINITION

Grievance shall mean a complaint by any employee, group of employees or the Union, that there has been a violation, misinterpretation or misapplication of any provisions of this Agreement or any other matter relating to rates of pay, wages, hours of employment or other conditions of employment.

Section 2. EXCEPTION FROM GRIEVANCE PROCEDURE

The following matters shall not be the basis of any grievance under the procedure established in this Article:

The termination of services or failure to re-employ any probationary employee for other than Union activity.

Section 3. GENERAL PROVISIONS AFFECTING GRIEVANCE PROCEDURES

The following provisions shall apply in the mediation of any grievance under the procedure established hereafter in Section 4 of this Article.

- A. Any employee who believes he/she may have a grievance shall first discuss the matter with his/her steward.
- B. The Union shall be entitled to have a representative present at each step of the grievance procedure and such representative may mediate the grievance if the employee consents thereto.
- C. After step one, any appeal to a higher step in the grievance procedure shall be in written form setting forth specifically the incident, occurrence or conditions and the grounds upon which the grievance and appeal is based.
- D. Failure to appeal a decision at any step of the grievance procedure within the specified time limit shall be deemed a withdrawal of the grievance.
- E. Time limits specified in the grievance procedure may be extended in any specific instance by mutual agreement in writing.

- F. After step one of the grievance procedure, any hearings under the succeeding steps shall be conducted before or after working hours except when mutually agreed to the contrary and except for such hearing as may be held by the American Arbitration Association, it being mutually agreed that none of the parties hereto can regulate the time of hearing before that body, provided, however, any other hearings held under this grievance procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for the attendance of all persons, including witnesses, entitled to be present. When any such hearing is held during working hours, all employees who are required to be present at the hearings shall be excused with pay from their regular duties for that purpose. Provided, however, the Employer shall not be obligated to excuse and/or pay more than two (2) Union representatives for any such hearings.

Section 4. GRIEVANCE PROCEDURE

- A. STEP ONE. Any time within three (3) working days of the date of the occurrence out of which the grievance arises, if the employee feels he/she has a grievance and has reviewed it with his/her steward, it shall then be discussed with the Assistant Department Head in an attempt to resolve the grievance by informal conference. However, if the Assistant Department Head is involved in the occurrence, it shall be discussed with the Department Head. If the matter is not settled to the satisfaction of the employee, it may be appealed in accordance with the following procedure.
- B. STEP TWO. If the grieving party desires to appeal the decision in Step One, within three (3) working days, excluding Saturdays, Sundays, and Holidays, of such decision, he/she shall file a written appeal with the Department Head who shall arrange and conduct a hearing within five (5) working days, excluding Saturdays, Sundays, and Holidays, of receipt of such appeal and shall give his/her written decision on such hearing within three (3) working days excluding Saturdays, Sundays and Holidays, after such hearing.
- C. STEP THREE. In the event the grievance is not disposed of during the Step Two process, then and in that event, within ten (10) working days after the decision of the Department Head, the matter shall be referred in writing to the Human Resources Director. By the adoption of this contract, the Township Board agrees that the Human Resources Director has the power and authority on behalf of the Township to resolve all grievances at this Step Three level. The Human Resources Director shall hold a hearing within ten (10) working days of receipt of grievance and shall issue his determination within five (5) working days of the termination of the grievance hearing. The Human Resources Director's determination shall be supplied to the Union President.

- D. STEP FOUR. If the grieving party is not satisfied with the decision rendered by the Human Resources Director, then they shall have the right within thirty (30) days from receipt of the decision of the Human Resources Director to appeal the matter to the Civil Service Commission or resort to binding arbitration. Upon the Union electing one of these options, the other option is null and void. Therefore, if the Union opts to go to Civil Service, it forgoes Step Five with references to final and binding arbitration and if it opts to go to Step Five-Final & Binding Arbitration, the Union forfeits its right to have the matter processed through Civil Service.
- E. STEP FIVE-FINAL & BINDING ARBITRATION. Within thirty (30) calendar days after receipt of the Township's answer as submitted by the Human Resources Director, the Union may move the grievance to arbitration by notifying the Township of its intent to arbitrate. The parties shall then attempt to mutually select an arbitrator. If, within thirty (30) calendar days from the Union's notice of intent to arbitrate, an arbitrator has not been mutually selected, the grievance may then be appealed to the American Arbitration Association to be processed in accordance with its voluntary labor arbitration rules. The time limit for submittal to the American Arbitration Association shall not exceed forty (40) working days from the Union's notice of intent to arbitrate. The fees and expenses of arbitration shall be shared equally by the Township and the Union. The arbitrator's decision shall be binding on both parties; however, the arbitrator shall have no power to add or subtract from or modify any of the terms of this agreement.

ARTICLE VI

DISCHARGE & DISCIPLINE

Section 1. NOTICE TO UNION

The Employer agrees to furnish the Employee with at least two (2) copies of a written notice of discharge or discipline.

Section 2. GENERAL PROVISIONS

- A. The Employer shall not discharge any employee without just cause. If in any case the Employer feels there is just cause for discharge, the employee involved will be suspended for five (5) days without pay. The employee and his or her steward will be notified in writing that the employee has been suspended and is subject to discharge after the five (5) days suspension period.
- B. The Union shall have the right to take up the suspension and/or discharge grievance at the third step of the grievance procedure within the five (5) days

suspension period and the matter shall be handled in accordance with this procedure through the final step of the grievance procedure if deemed necessary by either party.

- C. Any employee found to be unjustly or excessively suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment found to be unjust.
- D. Use of Past Record. In imposing any discipline and/or discharge for a non-criminal act, the Employer will not take into account any prior disciplinary actions which occurred more than two years prior to the incident for which the employee is being disciplined. Upon written request from the employee, the Employer will purge the employee's file of disciplinary actions over two (2) years old.

The above limitation on prior discipline shall not apply when discipline and/or discharge is related to criminal or fraudulent conduct.

Section 3. TYPES OF DISCIPLINE & ACTION

Disciplinary action or measures shall include only the following:

- A. Oral Reprimand.
- B. Written Reprimand.
- C. Suspension With or Without Pay (Notice to be given in writing).
- D. Discharge.

Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

ARTICLE VII

SENIORITY

Section 1. PROBATIONARY EMPLOYEES

New employees hired in the bargaining unit shall be on probation for the first 120 calendar days of their employment. Such 120 day period shall be lengthened by days not worked on account of illness. After such 120 day period, the employee's name shall be entered on the seniority list and his/her seniority shall be computed from the date of his/her employment. There shall be no seniority among probationary employees. The Union shall be the exclusive collective bargaining representative for probationary

employees. The Union shall be the exclusive collective bargaining representative for probationary employees in respect to rates of pay, wages, hours of employment and other conditions of employment, provided, however, the Employer shall have the sole discretion in matters of discharge and discipline affecting probationary employees and any discharge or discipline of such employees shall not be subject to the grievance procedure.

Section 2. SEASONAL EMPLOYEES

The Employer shall have the sole discretion in respect to all matters pertaining to seasonal employees, provided, however, such employees shall not be offered regularly scheduled overtime unless and until all regular employees subject to this Agreement who are qualified for the particular work involved in the overtime, have been offered the opportunity to perform such work. Seasonal employees shall not acquire seniority and their period of employment shall not be credited on the probationary period. Such employees shall not be subject to this collective bargaining agreement in any respect except as otherwise set forth herein.

Section 3. SENIORITY LISTS

The seniority of an employee shall not be affected by his/her race, sex, marital status or number of dependents. The Employer shall maintain an up to date seniority list containing the names and job titles of all employees of the bargaining unit entitled to seniority and a copy of such list shall be furnished to the Union upon execution of this Agreement. The Employer shall furnish a revised list within a reasonable time after any changes occur.

Section 4. LOSS OF SENIORITY

Any employee shall forfeit his/her seniority only for the following reasons:

- A. He/she voluntarily quits.
- B. He/she is discharged and the discharge is not reversed under the grievance procedure.
- C. He/she is absent from his/her work without notice to the Employer for three (3) consecutive working days. Upon the expiration of such period, the Employer will send written notice to the employee mailed to his/her last known address that his/her seniority has been forfeited and his/her employment terminated.
- D. He/she fails to return to work when recalled after layoff, as set forth in the recall procedure of this Agreement.

- E. He/she fails to return to work after having been on sick leave or leave of absence, in which event such failure shall be subject to and handled in the same manner as specified in sub-paragraph C.

Section 5. LAY-OFF PROCEDURE

- A. LAY OFF shall mean a reduction in the working force due to a decrease in work, the financial ability of the employer to pay for the services of the employees, or any other matter beyond the control of the employer.
- B. If an employee must be laid off for an indefinite period of time, the Employer shall give written notice of such lay off at least seven (7) calendar days prior to the effective day of lay-off, and a list of the names of such employees shall be furnished to the Union's secretary on the same date the notice is given to the employees.
- C. The order of layoff of employees shall be governed by seniority within their occupational trade, provided, however, probationary employees shall be laid off first and seniority employees shall be laid off according to their respective seniority within their occupational trade.
- D. If an employee is laid off for three (3) consecutive years without being recalled for employment, then all rights to employment terminate.

Section 6. RECALL PROCEDURE

After a lay-off, the Employer shall have the right to recall employees according to needs in the various trades or divisions of the Assessing Department. If two or more employees on lay-off are qualified to perform the same trade, then the employee with the greater seniority shall be recalled first. The Employer shall give the employee written notice of recall by certified mail, telegram or personal delivery to the employee's last known address. If the employee fails to report for work within seven (7) calendar days after mailing, wiring or delivery, as the case may be, of the recall notice, then the employee's right to recall is terminated.

ARTICLE VIII

PROMOTIONS

Promotions from one classification to another shall be based upon the recommendation of the Department Head with Board approval.

When it becomes necessary to temporarily fill a vacant position, due to vacation, sick leave, disability, family leave, or for any purpose of which the Township should grant leave, the appointment of a temporary person may be performed by the department

head. The department head shall appoint the most qualified person in the bargaining unit. The department head will consider time period of the assessment cycle, and present duties of those under consideration for the temporary appointment. If the department head should consider that the time of the year demands immediate action, and in his/her opinion, bargaining unit members cannot accept additional duties, the department head may appoint a qualified person who may not be a member of the bargaining unit.

ARTICLE IX

VETERAN'S PREFERENCE

Any employee who is drafted into the active military services of the Armed Forces of the United States shall be entitled to any re-employment or veteran's preference as mandated and required by any laws of the Federal government or State of Michigan.

ARTICLE X

LEAVE OF ABSENCE

Section 1. PERMISSIVE LEAVE OF ABSENCE

The Employer may grant a leave of absence for a period not exceeding one (1) year without loss of seniority for any purpose which the Employer deems to constitute reasonable cause.

- A. PROCEDURE. Employees desiring leaves under this section shall notify the Department Head or Township Supervisor or its Representatives at least fifteen (15) days in advance of the date on which such leave is to become effective, and shall specify the facts giving rise to the request for leave. In emergency cases, exceptions may be made.
- B. RETURN. Upon return of an Employee from leave, he/she shall be re-employed at the classification and rate of pay held at the time of leave.

Section 2. MANDATORY LEAVE FOR UNION OFFICE

The Employer shall grant a leave of absence for a period not exceeding one (1) year to any member of the Union who is elected or appointed to a full-time Union office, during which time the employee's seniority shall be frozen. He/she shall be re-employed to the position held at the time of leave. A substitute may fill the vacancy while the employee is on leave.

- A. Employees desiring leaves under this Section shall notify his/her Department Head or Township Supervisor or his/her representative at least fifteen (15)

days in advance of the date on which such leave is to become effective, and shall specify the facts giving rise to the request of leave. In emergency case, exceptions may be made.

- B. Upon return of an employee from leave, he/she shall be re-employed at the classification rate of pay held at the time of leave.

Section 3. UNION CONVENTIONS

The chapter chairperson or his/her representative elected to attend a function of the International Union such as convention, or educational conferences, upon proper application, shall be allowed a total of five (5) days per year time off without loss of time or pay to attend such conference and/or conventions.

ARTICLE XI

SICK LEAVE

It is understood between the parties hereto that this Article now has to be read in conjunction with Article XII (Short Term-Long Term Disability) since the accumulation of sick leave and payment thereof upon death or retirement will be limited to those days accumulated prior to January 1, 1989. After January 1, 1989, Sick Days will be governed by the provisions of the Short Term-Long Term Disability provisions.

Each Employee shall accumulate one (1) sick day leave for each month of his/her employment which may be accumulated without limitation through December 31, 1988. When an Employee's services are terminated, he/she or their legal representative, shall be paid for one-half ($\frac{1}{2}$) of all accumulated and unused sick leave days at the rate of base pay which the Employee was receiving at the date of termination of services, provided he/she had completed at least five (5) years of service.

When an Employee is on sick leave, such period shall be considered as continued employment for all matters covered by this Agreement. If an Employee is ill or otherwise entitled to use of sick leave, they shall give notice within an hour period commencing one-half ($\frac{1}{2}$) hour prior to starting time. If an Employee fails to give such notice, he/she shall have eight (8) hours of pay deducted from their paycheck unless they provide the Employer with a reasonable explanation evidencing their inability to give notice.

Sick leave usage will be charged to the nearest one-quarter ($\frac{1}{4}$) of an eight (8) hour day in cases of absence for less than a full day.

Probationary Employees are not entitled to sick leave.

It is further understood by both parties to this contract that if an Employee is continuously sick and had used all of his/her sick days and personal days, that if the Employee had any vacation time coming, he/she could use vacation time for sick days. However, personal and vacation days can, with Department Head approval, be used for sick days or if the sickness is continuous.

ARTICLE XII

SHORT TERM-LONG TERM DISABILITY

The Township will provide the Employees with short term-long term disability benefits in accord with the benefits of the Insurance Policy and Summary Plan Description in the Human Resources Office except as modified by this Collective Bargaining Agreement. The short term disability waiting period shall be five days, except when an employee is hospitalized or when the employee is disabled from work due to outpatient surgery. In these instances the benefit shall begin on the first day of disability. The short term disability benefit is 66 2/3% of base pay for a period of up to twenty-six weeks. If the employee is still disabled after twenty-six weeks, he/she shall be eligible for long-term disability benefits. Said benefit shall be 60% of base pay and shall be paid for a period not to exceed the date that the employee would otherwise be able to retire. The rules regarding these benefits are spelled out in the summary plan descriptions for these two plans and subject to the determinations and rules of the insuring companies.

The sick days that the Employee(s) accumulated prior to January 1, 1989 shall be hereinafter referred to as "bank sick days". The Employee shall have the option to retain his/her bank sick days to be used as later described. If such days are not used, upon termination, the Employee will receive one-half (1/2) of a day's base pay at that time for each day not used pursuant to Article XI.

Effective April 1 of each year, Employees will be given seven (7) current sick days. Current sick days in excess of fourteen (14) current sick days shall be paid in the first pay following the end of the contract year in which said days exceed fourteen (14) at the rate of one-half (1/2) of base pay for such day. The last day of the contract year in which the excess was accumulated will determine that price of the base pay per day.

Employees hired between contract years (April 1 to April 1) will earn 1/2 of a current sick day for each month worked, or major portion thereof, until the 1st of April following his/her commencement of work.

If an Employee becomes disabled and entitled to the benefits of the disability plan, he/she shall have the option of first using current sick days, then bank sick days, then personal days, and then vacation days before applying for the benefits under the disability plan. Once the Employee applies for the disability plan benefits, the Employee shall not have the right to draw on sick days, personal days, or vacation days for any injury or illness arising out of the same cause for which the disability originated. This

provision does not prevent the employee from requesting a leave of absence from the Township.

Once the Employee qualifies for disability benefits, the Township shall maintain and provide the Employee's hospital, medical, life and dental and optical insurance for the period that they are an employee. These benefits shall not extend beyond twelve (12) months from the date the employee first receives short term disability benefits.

At the end of twelve (12) months, the Employee will be reimbursed for each bank sick day at one-half ($\frac{1}{2}$) day's pay, and the vacation days will be paid at the rate of pay in effect at the time the disability was applied for. The parties agree that once the Employee goes on disability and a new employee is hired, that new employee will be notified by the Township that the employment will be subject to the return of the disabled employee.

ARTICLE XIII

PAID LEAVES

Section 1. FUNERAL LEAVE

In the event of death in the immediate family, Employees shall be entitled to leave time up to three (3) days with regular pay to arrange for and attend the funeral and burial. If the funeral of an immediate family member is held more than two hundred and fifty (250) miles from the Township Civic Center Offices, an employee will be granted one additional funeral leave day with pay to attend the funeral.

Immediate family shall be deemed to be a husband, wife, child, mother, father, sister, brother, grandparent, father-in-law, mother-in-law, stepfather, stepmother, stepchild and grandchild.

The Employee shall be entitled to one (1) day with pay to arrange and attend the funeral and burial in the event of death of an aunt, uncle, niece, nephew, brother-in-law, and sister-in-law.

Additional days may be taken if needed and approved by the Department Head to be first charged to personal days, then vacation days, and lastly sick days.

Section 2. PERSONAL DAYS

Each Employee may take off three (3) days with pay per calendar year as defined hereafter, for personal leave days, upon receiving prior approval from his/her immediate supervisor. Calendar year shall be from January 1 through December 31 of each year. There shall be no accumulation of personal leave days from calendar year to calendar year.

Both parties to this Agreement agree that if the Employee has personal leave days left at the end of the calendar year, then those personal days shall be voided and the Employee shall be paid for seventy-five (75%) percent of the value of those days based upon the Employee's base wage.

In their year of hire and departure, Employees shall receive one (1) personal day for each of the following periods during which they worked more than one-half (½) the working days within the period.

January – April
May – August
September – December

Section 3. FAMILY AND MEDICAL LEAVE ACT OF 1993

The Township agrees that its medical leave policy shall be in accordance with the Family and Medical Leave Act of 1993.

Section 4. EMERGENCY ILLNESS IN HOME

Illness within immediate family, or an emergency illness in the home, is covered under the sick leave provision above, but shall not include nursing or baby sitting services.

Section 5. JURY DUTY

An employee who actually serves on jury duty will be paid the difference between his/her regular pay and the amount received for such jury service. Proof of payment for jury service must be submitted to Department Head as documentation for receiving difference between the regular Township pay and payment by the Court. All days served in jury duty are to be considered regular working days and not charged to sick leave, vacation days, or personal days.

If the Department Head believes that he/she cannot afford to release an Employee for jury duty because of the demands on the Department at that time, then he/she may attempt to obtain an excuse on behalf of the Employee.

An Employee who is called for jury duty and is released before 2:30 p.m. shall call their Department Head or Assistant Department Head to determine whether or not he/she should return to the work place for duty assignment.

Section 6. MILITARY RESERVE

Any employee who is required to attend an annual Armed Forces Reserve or National Guard Reserve Training Session will not be compensated by the Township; however, will be allowed a Leave of Absence.

ARTICLE XIV

VACATIONS AND HOLIDAYS

Section 1. VACATIONS

Each Seniority Employee shall accumulate vacation days with pay in accordance with the following schedule which may be accumulated to a maximum of thirty (30) days at calendar year end and may be carried to the following year:

One (1) thru five (5) years – One (1) day per month.

Six (6) thru twelve (12) years – One (1) and ½ (1½) days per month.

Thirteen (13) years or more – Two (2) days per month.

Section 2. PROVISIONS APPLYING TO VACATIONS

- A. The time of taking a vacation shall be approved by the Department Head or his/her Assistant in his/her discretion and he/she shall be guided in such determination in such cases by the desire of the Employee and the interests of the public service in his/her Department.
- B. Vacations shall normally be scheduled and taken in a period of consecutive days, provided that the Department Head or his/her Assistant may approve the taking of vacation in separate days at his/her discretion.
- C. When a legal holiday as provided in this Contract is observed by the Employer while the Employee is on vacation, he/she shall not be charged a vacation day for the holiday.
- D. If an Employee does not use his/her vacation days, he/she shall not receive extra pay for such unused days and all vacation days in excess of the limit of thirty (30) days in any calendar year as set forth above, which are not used at the end of the calendar year, shall be lost.
- E. If an Employee becomes ill and is under the care of a duly licensed physician during vacation, at this option the vacation will be rescheduled and the period of illness shall be charged to sick leave days to the extent of such sick days accumulated. Provided, that his/her incapacity to work results in an accumulation of vacation days in excess of the maximum provided in this Agreement, he/she shall be paid for such excess vacation days.

Section 3. RATE OF PAY AND DIRECT DEPOSIT

The following provisions shall apply to each employee:

- A. Employees will be paid their current rate based on their regularly scheduled work days while on vacation and will continue to receive credit for any benefits provided in this Agreement.
- B. If an employee is laid off or retires, he/she will be paid for any unused vacation credit including that accrued in the current calendar year. An employee who is recalled after layoff who received such credit at the time of layoff for the current calendar year, will have such credit deducted from his/her vacation for the following year.

Section 4. HOLIDAYS

The following shall be paid holidays:

New Year's Day	Veteran's Day	Columbus Day
Memorial Day	Thanksgiving Day	Christmas Eve Day
4 th of July	Christmas Day	New Year's Eve Day
Labor Day	President's Day	Good Friday
Day after Thanksgiving		

The following additional provisions shall apply to all holidays:

- A. If any of the foregoing holidays fall upon a Saturday, the preceding Friday shall be observed as the holiday.
- B. If any of the foregoing holidays fall upon a Sunday, the following Monday shall be observed as the holiday.
- C. If the named holidays fall on a Saturday or Sunday and the preceding or following day is also a holiday, then the Township can designate the overlapping holiday as a Thursday if Saturday overlaps or as a Tuesday if Sunday overlaps, provided the Township gives the Employees thirty (30) calendar days notice.

RATE OF PAY FOR HOLIDAYS

- 1. Holiday pay shall be made at the rate in effect at the time for an eight (8) hour work day.
- 2. If an Employee is required to work on a holiday, pay shall be made at double the rate in effect at the time for an eight (8) hour work day plus the regular holiday pay, except as herein otherwise provided.

3. The above shall be paid holidays in the year in which they occur, provided the Employee works his/her scheduled work day before and after said holiday unless excused or pre-approved by the Department Head. It is understood by the parties that vacation days, sick days, and personal days shall be excused days and referred to as "pay status days".

ARTICLE XV

WORKING HOURS, & OVERTIME PROVISIONS

Section 1. REGULAR WORKING HOURS AND BREAKS

- A. The regular full work day for the Employee shall consist of eight (8) hours per day including sixty (60) minutes lunch period.
- B. The regular work day shall commence at 8:30 a.m. and end at 4:30 p.m.
- C. Employees shall have two (2) breaks each day, one in the first half of their regular shifts, and the other in the second half of their regular shift. Coffee breaks shall not exceed 15 minutes each and whenever possible shall be taken on the job location of the Employee.

Section 2. OVERTIME PREMIUM

- A. Time and one-half shall be paid as follows:
 1. For all working hours over normal working day. The normal working day shall be eight hours in length. Time worked for the purpose of qualifying for overtime premium shall not include vacation time, sick leave, personal leave, or compensatory time taken.
 2. For all work on Saturday when Saturday is not part of the regular shift of the Employee.
- B. Double time shall be paid as follows:
 1. For all hours worked on Sunday.
 2. For all hours actually worked on holidays as defined in this Agreement in addition to holiday pay.
- C. Employees may elect to receive compensatory time off at the overtime rate of time and one-half in lieu of cash payment for overtime worked. An employee

must notify the Department head of his/her desire to receive compensatory time. Such election may be made each payroll period. Compensatory time may be banked up to a maximum of eighty hours.

Section 3. OVERTIME & CALL HOURS

- A. Overtime shall be granted to all regular employees before temporary employees are used except in case of emergency.
- B. Overtime shall be distributed as equally as possible among all regular employees on a rotation basis within each job classification or trade. An overtime list will be maintained for each classification or trade.
- C. Any employee in his/her trade who refuses or is otherwise unavailable to a take call for overtime will be rotated and moved down the list the same as though he/she had taken such overtime.
- D. When an employee is called to work during an emergency or otherwise, on Saturday, Sunday or a legal holiday, he/she shall be paid a minimum of two (2) hours at the established rate.
- E. The Township will pay overtime in accord with the Fair Labor Standards Act.

ARTICLE XVI

INSURANCE BENEFITS, WORKERS' COMPENSATION, AUTO EXPENSE,
IMMUNIZATIONS, RETIREMENT, AND BENEFITS FOR RETIREES AND
THEIR DEPENDENTS

Section 1. HOSPITAL, MEDICAL AND SURGICAL INSURANCE

The Employer shall provide and pay for hospital, medical, and surgical insurance for each employee and his/her legal dependents upon receipt of written election from the employee to accept such benefits provided by the terms of the policies during open enrollment periods.

Eligible employees may choose, during the Township's open enrollment period, one of the following health insurance plans:

- A) Blue Cross/Blue Shield Traditional, #16189-003, \$5/\$10 RX
- B) Blue Cross/Blue Shield PPO, #16189-660, \$5/\$10 RX
- C) Health Alliance Plan HMO, Group #1-89350A, \$2 RX
- D) Blue Care Network, #00157989, \$2 RX
- E) Blue Cross/Blue Shield Community Blue Option 1, #16189-012, \$10/\$20 RX

The hospitalization insurance program set forth in Option E above shall be paid in full by the Township for all eligible employees, including their spouse and dependent children as defined by the carrier. An employee who elects Options A through D above shall pay the difference between the premium rate of Option E and the premium rate of the their selected Option, if any. Prior to the implementation of the Community Blue Option 1 plan the Township will hold a special enrollment for those employees who wish to enroll in that plan.

Employees hired by the Township on or after the signing of this agreement will not be allowed to enroll in the Blue Cross/Blue Shield Traditional or PPO coverage described above.

The members agree to participate in the Preferred Pharmacy Plan offered by Blue Cross-Blue Shield.

Employees who are covered by another hospital/medical insurance plan may elect to receive one hundred dollars (\$100) per pay period in lieu of participation the Clinton Township hospital/medical insurance plan. Employees electing this benefit must meet the requirements and agree to the stipulations as described in Appendix B attached to this agreement and complete the form "Waiver of Medical Insurance" attached to this contract as Appendix C.

In those cases where both husband and wife are covered by the Township, one person shall carry his/her spouse and dependent on the health insurance policy and the other person shall elect the cash payment. That shall be up to the employees to determine which employee retains the health insurance policy and which employee elects the cash option.

Section 2. HEALTH CARE FOR RETIREES

The Employer agrees to provide Health Care Coverage as provided for bargaining unit members, excluding maternity coverage, to all retirees who retire after the execution of this Agreement which benefits shall be conditioned as follows:

1. The retiree must meet the minimum age and service requirements for "regular" retirement.
2. An employee who retires, meeting the above requirements but having service time of less than twenty-five (25) years, may elect to receive this coverage with the premiums to be funded as follows:

Percentage of Monthly Premium

<u>Years of Service</u>	<u>Paid by Employer</u>	<u>Paid by Retiree</u>
10-14 years	25%	75%
15-19 years	50%	50%
20-24 years	75%	25%
25-more years	100%	0%

Payment must be made to the Township twenty (20) days in advance of the month of applicable coverage. This coverage must be elected by the employee prior to the time of retirement and its continuation is voluntary by the retiree. Coverage must be maintained on a continuous basis except as provided in #5 below. A retiree who fails to make the necessary premium payments timely may be disqualified for future coverage hereunder by the Township Board of Trustees.

3. Employees who retire under a deferred vested pension or disability retirement, for other than a work related injury (recognized Workers' Compensation case), will not be eligible for this benefit. Employees who are approved and remain on a job related disability by MERS will receive all benefits of this agreement but do not need to meet the age requirement for regular retirement as outlined in #1 above.
4. This coverage will be provided to the retiree and his/her spouse if the spouse does not have hospital and medical coverage provided elsewhere. If the spouse is covered elsewhere, but such other coverage terminates, without option to the spouse, the Township will add the spouse to the retiree's policy attempting to provide continuous coverage. Retiree health insurance benefits will be provided to a retiree's spouse after the retiree's death. For the purpose of this spousal coverage, the spouse at the time of retirement shall be the only spouse entitled to this benefit.
5. Retirees and spouses participating in this program, upon reaching Medicare eligibility, must enroll in Medicare Parts A and B in order to be eligible for this benefit. Blue Cross/Blue Shield traditional coverage is the only plan available to retirees upon reaching Medicare eligibility. The Township agrees to offer PPO or HMO coverage to such retirees when and if such plans become available.

Section 3. TERM LIFE INSURANCE

The Employer will provide each employee with a term group life insurance policy through such insurance company as the Employer may designate in the amount of not less than \$50,000.00 with double indemnity. The double indemnity will only be applicable in the case of accidental death.

The Employer shall pay the cost of such insurance premium up to a maximum of \$50,000.

The employee understands that the life insurance presently provided by the Township provides a disability option, and the parties acknowledge that if that option is exercised, the life insurance guarantee of \$50,000.00 will be reduced by the same amount as the amount of disability benefits received by the employee. Any employee requesting disability benefits shall assume the obligation of determining how such option affects his or her life insurance benefits. The parties understand the Employer's obligation to provide life insurance is modified by the act of the employee accepting the disability option. The parties further understand that the Employer does not guarantee the disability benefit recited above.

Section 4. OPTICAL PLAN

The Township shall provide an optical insurance plan which covers bi-annual eye examinations and the bi-annual purchase and/or replacement of single and multi-corrective lenses (bi and tri-focals), frames, safety glasses and contact lenses. The total cost of such insurance shall be paid by the Township for the employees, their spouse and minor dependent children.

Benefits provided are eye examinations, glasses, and contact lenses. Employees and their spouses may purchase such benefits up to a total maximum value of four hundred fifty dollars (\$450) once every twenty-four consecutive months. Benefits for minor dependent children are eye examinations, glasses, and contact lenses. However, minor dependent children may avail themselves of such benefits once every twelve consecutive months up to a maximum of three hundred dollars (\$300).

Section 6. Optical Care for Retirees

Effective for employees who retire on a regular retirement on or after April 1, 2002, said retirees, their spouses, and dependent minor children will be covered by and receive the same benefits as the active employees optical plan.

Section 7. Dental Care

The Township shall provide a dental plan in the nature of "Delta" for the employee and his/her family. This is contemplated to give the employee and dependents a coverage of one hundred (100%) percent for Preventative Class I benefits and sixty (60%) percent for other Class I benefits and Class II benefits. There shall be no deductible. Dental benefits will be limited to \$1,500.00 per person per year.

The parties agree that the Township will offer the Delta Dental Preferred Provider and the DENCAP PPO plan as alternatives to the traditional plan described above. Employees may choose one of the three plans.

Section 8. Dental Care for Retirees

Effective for employees who retire on or after April 1, 2002, said retirees, their spouses, and dependent minor children will be covered by the Delta Dental Plan for Class I benefits.

Section 9. WORKERS' COMPENSATION

Provisions of the Workers' Compensation Laws of the State of Michigan shall apply in all injuries, accident or illness to employees arising from the performance of their duties. Any employee who is unable to work as a result of such injury, accident or illness shall be paid by the Township the difference between eighty percent (80%) of his/her regular rate of pay and the amount received from workers compensation for the duration of the recovery not to exceed six (6) months from the date of the injury, accident or illness.

For the initial six (6) month period recited above, the employee shall be entitled to accrue benefits, including seniority, as though he/she were working. At the termination of the said initial six (6) month period, if the employee cannot return to work, then he/she shall be granted a second six (6) month period shall not include salary, pay supplements, or benefits unless approved by the Township Board, except the Township shall maintain hospital and medical insurance, dental insurance, life insurance, and optical insurance during the second six (6) months.

At the end of the second six (6) month period, if the employee cannot return to work in the same capacity, the employee's employment relationship shall cease unless the Township Board grants a further extension.

During the second six (6) month period, and no later than ten (10) months from the injury, the employee shall notify the Township of his/her decision to apply for a disability retirement to allow necessary time for processing prior to the cessation of the employment relationship with the Township.

Normal payroll tax deductions will be made on the supplemental check issued by the Township. However, total authorized deductions for union dues, and pension contribution shall be deducted at the full annualized bi-weekly rate. Employees may be required to submit copies of all workers compensation checks which they have received to the Accounting Department.

Section 10. PERSONAL AUTOMOBILE EXPENSE AND LICENSE REQUIREMENTS

- A. It is the intent of the Township to provide safe reliable automobiles for use of employees while performing Township business. The priority of the

Township shall be to use its vehicles for the appraisal of property. However, if it should become impossible to purchase, replace, or repair existing automobiles, the department head will seek the loan of automobiles from other departments. If none are available for use, and field work is determined necessary, the Township may require the employee to drive his/her automobile.

- B. When required to use their own automobiles on Township business, employees will be reimbursed by the Township for each mile driven at the rate as allowed by the Internal Revenue Service. If an employee is required to use his/her personal automobile in the performance of appraisal duties and the automobile is damaged so that an insurance claim is filed, then the Township shall pay the cost of any deductible required for repair. Such deductible reimbursement shall be limited to \$500 per occurrence.
- C. It is understood by all parties that as a necessary part of each Employee's job, either personal or Township vehicles have to be driven. Accordingly, the parties agree that the possession of a valid Michigan Driver's License is a condition of employment.
- D. The Township agrees to maintain its vehicles in safe operating condition. The township will arrange for a safety inspection of each vehicle at least once per year. Each Township vehicle will be equipped with a communication device.

Section 11. IMMUNIZATIONS AND CHEST X-RAYS

All Employees shall be given T.B. tests, chest x-rays, flu shots and any and all other inoculations which may be determined to be necessary by such doctor as the Employer shall designate at the expense of the Employer.

Section 12. MERS RETIREMENT PLAN

The parties mutually recognize that all Employees covered by this Agreement are entitled to and shall receive retirement benefits in accordance with the Public Employees Retirement Provisions under Act 427 of the Michigan Public Acts of 1984, as amended. As of April 1, 2007, the Employees will be provided with the B-4, FAC-3, and F55-20, and V-8 plans. The employee contribution to the MERS Pension Plan will be 6.75% of payroll.

Section 13. LIFE INSURANCE FOR RETIREES

An Employee who is at least fifty-five years of age and has at least twenty (20) years of service with the Employer shall, upon retirement, be provided with a \$10,000.00

term life insurance policy, without double indemnity, which shall be maintained by the Employer.

Section 14. RETIREE, WIDOWS, AND DEPENDENTS BENEFITS

Employees will accept benefits for retirees, widows, widowers, and dependents as prescribed by the Township Policy. A copy of the policy is attached to this agreement as Appendix D.

Section 15. TUITION REIMBURSEMENT

An Employee who on their days off attends a college, university, or trade school in a course related to the services rendered by the Assessing Department with the approval of the Department Head shall be reimbursed by the Township for tuition and necessary books and materials up to an amount equal to the cost of twenty (20) credit hours per year based upon the per credit hour cost at Macomb Community College. The tuition reimbursement maximum amount for classes leading to a degree beyond an Associates Degree is increased to \$2,000 per year. Employees shall be reimbursed by the Township within thirty (30) days upon submission of proper documentation. Any employee who withdraws from or fails to complete a course or program after receiving reimbursement from the Township or who fails to obtain a passing grade equal to "C" or better, or notification of satisfactory completion when grade points are not used, shall have thirty (30) days from the date of withdrawal or the date he/she receives less than a "C" grade or notification of unsatisfactory completion to repay the Township such monies. If such amount is not repaid to the Township, upon advance notice to Employee, such amount shall be withheld from his/her pay. Advance notice shall not be necessary if the employee is terminating employment. Reimbursement shall be paid only in cases where the employee's tuition and books are not being compensated by someone else of a different agency. All books paid for by the Township will be returned to the Township upon completion of the course. Said books are to be made available to all employees through the use of a Department library.

If the Employee does not work for the Township for at least one (1) year after receiving his/her school expenses, then and in that event the Employee shall refund or have deleted from his/her separation pay the pro rata amount for that portion of a year, as measured by months, that remains after terminating employment. The proration of months shall be determined by counting any months where the Employee has the employment status for at least sixteen (16) days during the calendar month and disregarding any months where the Employee does not have sixteen (16) calendar days. This paragraph shall not apply if the employment ceases because of retirement with normal age and service time. "Normal age and service time" shall be that retirement now recognized by MERS as an eligible retirement without penalties or loss of benefits -- it does not include early or disability retirement. Also, if the Employee's employment is terminated for any reason other than "just cause" by the Employer, then they will not be obligated to pay any refund. Any classes/programs that are required by the Employer,

State, or Federal body, as well as any other agency recognized to have the authority to require this education, shall be excluded from the requirements of this paragraph.

ARTICLE XVII

SEMINARS

Each employee will be allowed to attend one (1) six (6) hour re-certification lecture and one Michigan Assessor's Short Course annually. The Township will pay tuition, fees, and expenses (travel, meals and lodging) as provided in the Township Travel Policy. The employee must successfully complete the course, and/or if an exam is required must receive a grade of "C" or better. If the employee receives a grade of less than a "C" or a failing grade, the employee must reimburse the Township for all payments made on behalf of the employee.

An employee may choose to attend an "alternate course" in lieu of the Michigan Assessor's short Course for the same or lesser costs as the short course provided that the alternate course is being provided within Michigan. This alternate course must be job related and the employee must seek and receive prior approval from the State Board of Assessors.

Attendance at additional seminars or courses shall be at the discretion of the Department Head. An employee may attend, on their own time (vacation, compensatory, after work hours) additional courses in the State of Michigan, that pertain to their job and upon successful completion of said course, be reimbursed for course fees and books under the Tuition reimbursement provision in Section 10 of this article. The cost of travel, lodging, and food will be the responsibility of the employee.

ARTICLE XVIII

SALARIES

Employees shall be paid in accordance with the salary schedule attached hereto as Appendix A to this Agreement.

ARTICLE XIX

LONGEVITY PAY

Bargaining unit members shall not be entitled to longevity as of April 1, 2007.

ARTICLE XX

RESIDENCY

If the Township were to reestablish a residency policy, the parties hereto agree they would allow it to be incorporated within this contract, provided it would only affect the new employees.

ARTICLE XXI

UNION BULLETIN BOARDS AND SAFETY COMMITTEE

Section 1. UNION BULLETIN BOARDS

The Employer shall provide one (1) bulletin board to be located in the Assessor's Department, which shall not include any written material of a political nature, and any and all matters posted shall be signed by the Chapter Chairman of the Local Union or his designated representative.

Section 2. SAFETY COMMITTEE

The Employer shall establish a safety committee and the Department Head will be the Chairman of such committee. The membership of the committee shall be selected by the Chapter Chairperson. This Committee shall meet upon call but not more than once in any one month during normal working hours. It shall be the function of this committee to review all matters pertaining to safety of the employees covered hereby and make recommendations to the Employer concerning such matters.

ARTICLE XXII

WEARING APPAREL

The parties agree that wearing apparel may be necessary for some of the Employees and therefore the parties have agreed that the Township will provide an annual clothing allowance of \$400 to each Employee. Such allowance will be paid in the first pay of April each year. The type, color, design and the like shall be determined by the Department Head.

ARTICLE XXIII

CERTIFICATION FEES

The Township shall pay the annual fee for the State required certifications or recertifications for Appraisers.

ARTICLE XXIV

NON-DUTY TERMINATION OF EMPLOYMENT STATEMENT

In the event termination does not occur while on disability under Article XII, then any Employee who is unable to perform their regular job, is not on leave, and has used all of their sick days, vacation days, and personal days, shall not have any rights of employment and shall be terminated. Benefits, which have accrued, such as longevity, shall be paid to the date of termination.

The provisions of this section shall no way affect the provisions under the workers' compensation section nor does it apply to a person while on a leave of absence where the leave is conditioned and the conditions have been fulfilled.

ARTICLE XXV

SEVERABILITY

This Agreement and each of the terms and conditions hereof is subject to the laws of the State of Michigan in all respects and in the event that any provision hereof is at any time held to be invalid by a Court of competent jurisdiction, such determination shall govern and be binding upon the parties and shall not invalidate the remaining provisions of this Agreement and the parties hereby agree that insofar as possible, each of the terms and provisions hereof are severable.

ARTICLE XXVI

RATIFICATION

The Union acknowledges that it has heretofore submitted the terms of this Agreement to the Employees of the bargaining unit for ratification by them. Each of the terms hereof were ratified by the Employees and the International Union and the Local Union.

ARTICLE XXVII

EFFECTIVE DATE AND DURATION

This agreement shall be effective on April 1, 2006 will continue for a term through March 31, 2009. The parties mutually agree to undertake negotiations upon written notification for that purpose given by either party no more than sixty (60) days nor less than thirty (30) days prior to the expiration of this Agreement. In the event that such notice is given, negotiations shall begin no later than (20) days prior to the

expiration date. If negotiations extend beyond the expiration date, each of the terms and conditions herein will be extended on a day to day basis, but can be canceled with twenty-four (24) hour notice.

ARTICLE XXVIII

ADDRESSES FOR NOTICES

Any notices required under this Agreement between the parties hereto shall be sufficient if sent certified mail addressed as follows:

Employer: Charter Township of Clinton
40700 Romeo Plank Road
Clinton Township, MI 48038

Union: Michigan Council #25
23855 Northwestern Highway
Southfield, MI 48075

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives the day, date and year first above written at Clinton Township, Macomb County, Michigan.

CHARTER TOWNSHIP OF CLINTON
MACOMB COUNTY, MICHIGAN

CHAPTER OF LOCAL 1103
MICHIGAN COUNCIL #25

BY: _____

Robert J. Cannon
Township Supervisor

BY: _____

Nora L. Grambau
Staff Representative

BY: _____

Dennis C. Tomlinson
Township Clerk

BY: _____

Terri Berthiaume
Association Representative

BY: _____

William S. Smith
Human Resources Director

BY: _____

Pamela Fink
Association Representative

EXHIBIT "A"

**COLLECTIVE BARGAINING AGREEMENT BETWEEN THE
CHARTER TOWNSHIP OF CLINTON AND LOCAL 1103.13 AFSCME**

(AFL-CIO)

**AMERICAN FEDERATION OF STATE, COUNTY, AND
MUNICIPAL EMPLOYEES AFL-CIO**

AUTHORIZATION FOR PAYROLL DEDUCTIONS

BY: _____
Please Print: LAST NAME FIRST NAME MIDDLE NAME

CLASSIFICATION: _____

TO: _____
EMPLOYER

UNION DUES AND INITIATION

Effective _____ I hereby request and authorize you to deduct from
my earnings, the current initiation fee being charged by AFSCME, Local Union # _____
and effective the same date, to deduct from my earnings _____ a
sufficient amount to provide for regular payment of the current rate of monthly union
dues, as certified by the Union. The amount deducted shall be paid to the Treasurer of
_____ of the American Federation of State, County, and
Municipal Employees. This authorization shall remain in effect unless terminated by
me, by written notice, to the Union and Employer within thirty (30) days.

APPENDIX “A”

PROPERTY APPRAISER I – WITH LEVEL I CERTIFICATION

	<u>START</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>
4-1-2006	\$39,159	\$41,685	\$43,412	\$45,138
4-1-2007	\$40,858	\$42,623	\$44,389	\$46,154
4-1-2008	\$41,675	\$43,475	\$45,276	\$47,077

PROPERTY APPRAISER I – WITH LEVEL II CERTIFICATION

	<u>START</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>
4-1-2006	\$39,959	\$41,685	\$43,412	\$45,922
4-1-2007	\$40,858	\$42,623	\$44,389	\$46,955
4-1-2008	\$41,675	\$43,475	\$45,276	\$47,894

PROPERTY APPRAISER II – WITH LEVEL II CERTIFICATION

	<u>START</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>
4-1-2006	\$45,958	\$48,373	\$50,788	\$53,203
4-1-2007	\$46,992	\$49,461	\$51,930	\$54,400
4-1-2008	\$47,932	\$50,450	\$52,969	\$55,488

PROPERTY APPRAISER II – WITH LEVEL III CERTIFICATION

	<u>START</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>
4-1-2006	\$47,507	\$50,008	\$52,509	\$55,010
4-1-2007	\$48,576	\$51,133	\$53,690	\$56,247
4-1-2008	\$49,547	\$52,156	\$54,764	\$57,372

PERSONAL PROPERTY AUDITOR

	<u>START</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>
4-1-2006	\$52,194	\$55,517	\$58,840	\$62,162
4-1-2007	\$53,368	\$56,766	\$60,164	\$63,561
4-1-2008	\$54,436	\$57,902	\$61,367	\$64,832

PROPERTY APPRAISER III – WITH LEVEL III CERTIFICATION

	<u>START</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>
4-1-2006	\$52,194	\$55,517	\$58,840	\$62,162
4-1-2007	\$53,368	\$56,766	\$60,164	\$63,561
4-1-2008	\$54,436	\$57,902	\$61,367	\$64,832

SENIOR PROPERTY APPRAISER

	<u>START</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>
4-1-2006	\$54,557	\$58,473	\$62,390	\$66,306
4-1-2007	\$55,784	\$59,789	\$63,793	\$67,798
4-1-2008	\$56,900	\$60,985	\$65,069	\$69,154

APPENDIX “B”

PAY IN LIEU OF HEALTH INSURANCE COVERAGE

The UNION and the EMPLOYER recognize that in some instances employees have duplicate health insurance coverage. In these cases the Township and another employer are both paying insurance premiums and the employee is receiving little or no additional benefits. In an effort to avoid this wasteful duplication, the parties have agreed upon the following program which allows employees to decline the Township provided hospital/medical insurance program and receive instead a contribution to their deferred compensation account.

A. ELIGIBILITY

All employees who are covered or eligible for coverage by the Employer’s hospital/medical insurance programs are eligible for this option. They may take advantage of this option by:

- 1.) Providing written proof that they have current coverage under another health insurance plan and;
- 2.) Submitting the “Waiver of Medical Insurance” form which appears as Appendix C to this agreement.

B. AMOUNT OF BENEFIT

The Employer will compensate the employee in the amount one hundred dollars (\$100) per pay period in addition to his/her normal pay.

C. STIPULATIONS

The parties agree to the following stipulations:

1. Employees may elect this option at any time.
2. The supplemental pay will begin with the first pay date in the month that insurance coverage ceases. There will be no retroactive payments.
3. Employees may elect to reinstate their health insurance coverage and drop the supplemental pay plan at the annual health insurance open enrollment. If an employee wishes to reinstate their health insurance coverage at any other time, they may do so only if the reinstatement is due to loss of coverage as a result of the death of, divorce from, or loss of coverage due to the unemployment of the individual covering the employee under another plan.

4. Those persons who are eligible for hospital/medical insurance at the inception of this agreement but who have elected not to be insured by the Township plan because they are covered by another plan, will be eligible for this option.
5. In those cases where both a husband and wife work for the Township, one person may carry his/her spouse and dependents on the health insurance policy and the other person may elect the supplemental pay plan.
6. When an employee elects to drop his/her insurance coverage, he/she must drop it for him/her self and all dependents. (e.g. A parent cannot drop insurance for him/her self and retain coverage for his/her children).
7. The Provisions of this plan which pertain to adding or dropping insurance coverages are subject to the administrative rules of the insurance carriers for the Township.

APPENDIX “C”
WAIVER OF MEDICAL INSURANCE
AND
ELECTION OF SUPPLEMENTAL PAY
IN LIEU OF PARTICIPATION IN GROUP MEDICAL INSURANCE

I hereby authorize the Charter Township of Clinton to cancel my group medical plan if I currently have group coverage and provide supplemental pay to me of \$100 per pay in lieu of participation in any Township group medical plan. I affirm that I am covered by the health plan coverage offered through:

_____*
(Name of Company or Carrier)

I understand that by exercising the election to receive these payments, I will receive no benefits or payments as primary subscriber from any Township group medical plan.

I understand that except in the case of death, divorce from, or loss of coverage due to the unemployment of the individual covering me under another plan, I will not be eligible for enrollment in any of Clinton Township’s group medical plans until the next open enrollment period.

I understand that if I wish to enroll in any if Clinton Township’s group medical plans at a later date, I will be subject to that plan’s enrollment rules.

NAME (PLEASE PRINT)

SIGNATURE

DATE

DEPARTMENT NAME

SOCIAL SECURITY NUMBER

*If covered elsewhere, you must provide written proof of other coverage.

APPENDIX “D”

TOWNSHIP POLICY ON MEDICAL AND HOSPITALIZATION INSURANCE FOR WIDOWS, WIDOWERS, AND RETIREES

PREAMBLE

The Township Board having recognized that the availability of adequate medical and/or hospital insurance to widows, widowers, and retirees is limited and being informed that such coverage may be made available from time to time through the group plans for such coverage in existence in the Township, has further determined that such benefits be made available to widows, widowers, and retirees under the circumstances outlined hereinafter.

POLICY

It shall be the policy of the Township of Clinton hereafter to make available to widows, widowers, and retirees a policy of hospital and/or medical insurance as near as possible to that type of insurance provided for the employee prior to his death or retirement, subject to the following terms and conditions.

1. The full cost of any such insurance coverage shall be paid to the widow, widower or retiree during the month prior to the date upon which the premium is due, and no portion shall be contributed by the Township. Provided, however, if the employee qualifies for Medicare at the time of his retirement, then the Township shall pay the insurance coverage premium for such hospitalization and medical insurance as may be available to supplement the Medicare program. Employees retiring on a disability after having reached the age of 62 and after having 15 years of continuous service as a permanent employee, will have the supplement to Medicare paid for them by the Township once they qualify for Medicare.

2. The Township does not hereby guarantee to provide such insurance unless and only to the extent that it can be made available through whatever group insurance arrangement the Township may have at the time.

3. The insurance contemplated under this policy shall be available to the widow, widower or retiree, their spouse at the time of their retirement or death and/or their children under the age of nineteen (19) years. Provided, however, in the event the widow or widower shall remarry he or she shall thereafter be ineligible for any benefit under this policy, but any dependent children under the age of nineteen (19) years shall continue to be eligible.

4. No widow, widower or retiree or dependent child otherwise eligible under this policy shall be obligated hereunder as this policy shall be entirely voluntary and shall be effective only so long as the persons entitled to benefits hereunder desire to have such coverage as the Township may be able to make available from time to time as provided above.

5. Any person who fails to make payments of the premium in accordance with the terms of this policy shall immediately be terminated and disqualified from any further coverage hereunder.

6. The term "Retiree" as used in this policy is intended to include any employee who retires by virtue of achieving the age of retirement and any employee who retires as a result of disablement for further employment, if such disabled employee has attained the age of 62 and has 15 years of continuous service as a permanent employee, whether such disablement is connected with that employee's employment or otherwise.

7. This policy shall be implemented through the office of the Clerk of the Township and any widow, widower or retiree who desires to acquire the benefits provided hereunder shall make all arrangement through that office.

8. This policy replaces similar policies adopted by the Board on March 13, 1974 and July 8, 1975 and shall be effective upon the adoption hereof and continue until further action of the board if any.